

Bayview Wellington Homes  
 111 Creditstone Rd  
 Leamington, Ontario  
 N0K 2C9  
 (905) 865-0681  
 (905) 868-2048



Bayview Wellington Homes (the "Builder") and the undersigned Subcontractor (the "Subcontractor") agree that the Subcontractor shall be bound to the Work described on Schedule A and throughout the term of this, labor, materials, services, tools, and/or equipment necessary and specifications, copies of which have been furnished by the Subcontractor to the Builder, in accordance with Builders plans, drawings and specifications and with the details and conditions of the Contract. The Subcontractor shall be responsible for obtaining all necessary permits and licenses and for obtaining all necessary approvals from the appropriate authorities. The Subcontractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. The Subcontractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. The Subcontractor shall be responsible for obtaining all necessary approvals from the appropriate authorities.

Subcontractor  
 Royal Overhead Doors Ltd  
 726A Miller Road  
 Leamington, Ontario  
 N0K 2C9  
 TELEPHONE: 1-800-736-4200  
 ATTENTION: Joe Gerasiolo

Contact Number:  
 BC-RPS-5038-20  
 Code Number:  
 9030: Garage Doors  
 Date:  
 March 19, 2020  
 Entry Date:  
 March 19, 2021

Terms of payments: STANDARD  
 Project:  
 GREEN VALLEY  
 ESTATES - PHASE 5

Description - House Type - Unit Price	Total Price
Prices and Specifications as per attached schedules. <b>All invoices to be addressed to:</b> BRADFORD CAPITAL HOLDINGS INC. Construction Trailer Contacts: Site Super: Rob Crisp Number: 905-327-8995 Email: rcrisp@bwhomes.ca Number: 905-551-1181 Nancy Balugas Email: sbalugas@bwhomes.ca Chris Rosenthal Email: crosenthal@bwhomes.ca Service Email: greenvalleyservices@bwhomes.ca To access our builder portal go to: <a href="https://bshomes.com/bw/portal/builder/PHY/landlord/login.php">https://bshomes.com/bw/portal/builder/PHY/landlord/login.php</a> To retrieve your login details please click "Forgot password" and insert the email address associated with our portal. Go to "Green Valley Estates - 5". For Portal support or setup a new login please contact: <a href="mailto:support@buildersit.com">support@buildersit.com</a> or 1-877-788-9988	

*Joe Gerasiolo*  
 OVERHEAD DOORS LTD  
 SEE BAYVIEW WELLINGTON  
*Subcontractor*

GENERAL CONDITIONS

- 1.01 In the Contract, unless stated to the contrary, the following shall apply:1.01.1 General Conditions means terms and conditions which apply to this Contract.1.01.2 The Contract shall be governed by the laws of the State of New York.1.01.3 All disputes shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.1.01.4 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.1.01.5 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.1.01.6 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
2. PAYMENT2.01 The Contractor shall be paid by the Buyer in accordance with the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.2.02 The Contractor shall be paid by the Buyer in accordance with the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.2.03 All payments shall be made by the Buyer in accordance with the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.2.04 All payments shall be made by the Buyer in accordance with the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.2.05 All payments shall be made by the Buyer in accordance with the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
3. CONSTRUCTION SCHEDULE3.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
- 3.02 Any item or items of work to be performed by the Contractor shall be performed in accordance with the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
4. WARRANTY4.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.4.02 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.4.03 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
5. SCHEDULE AND DELIVERY5.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.5.02 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.5.03 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
6. PROJECT WORK6.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.6.02 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
7. CHANGES AND VARIATIONS7.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.7.02 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
8. CONTRACTOR'S OBLIGATIONS8.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.8.02 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.
9. TAXES9.01 The Contractor shall be bound by the terms and conditions of the Contract, including all amendments and addenda, and any other documents incorporated by reference into the Contract.



20. **FORCE MAJEURE**  
 20.01 If performance by the Subcontractor is delayed or prevented or interrupted by any cause beyond the Subcontractor's control, the Subcontractor shall immediately notify the Builder in writing and cause the Builder to be advised under this Contract and may suspend from the site of performance of the Subcontractor's obligations until the cause of the delay is removed. The Subcontractor shall be deemed to have accepted the delay if it does not so advise the Builder in writing within 14 days of the occurrence of the event causing the delay. The Subcontractor shall be liable for any delay caused by the Subcontractor's failure to give such notice to the Builder in writing within the time specified in this paragraph.
21. **PATENTS, LICENSES, ETC**  
 21.01 The Subcontractor agrees to pay all royalties or patent license fees required for the performance of the Work and shall indemnify and save the Builder harmless from and against all losses, damages or claims arising out of any actual or alleged infringement of any patent by the Subcontractor.
22. **INDEMNIFICATION**  
 22.01 The Subcontractor shall defend, indemnify and hold the Builder harmless from and against all claims, damages or losses, including reasonable attorneys' fees, which may be asserted against the Subcontractor or any of its employees, agents, subcontractors, independent contractors, or suppliers arising out of or from the performance of the Work under this Contract. The Subcontractor shall also defend, indemnify and hold the Builder harmless from and against all claims, damages or losses, including reasonable attorneys' fees, which may be asserted against the Subcontractor or any of its employees, agents, subcontractors, independent contractors, or suppliers arising out of or from the performance of the Work under this Contract. The Subcontractor shall also defend, indemnify and hold the Builder harmless from and against all claims, damages or losses, including reasonable attorneys' fees, which may be asserted against the Subcontractor or any of its employees, agents, subcontractors, independent contractors, or suppliers arising out of or from the performance of the Work under this Contract. The Subcontractor shall also defend, indemnify and hold the Builder harmless from and against all claims, damages or losses, including reasonable attorneys' fees, which may be asserted against the Subcontractor or any of its employees, agents, subcontractors, independent contractors, or suppliers arising out of or from the performance of the Work under this Contract.
23. **BONDS**  
 23.01 Prior to any payment hereunder, the Builder may require the Subcontractor to provide and maintain in good standing, bonds covering the partial performance of the obligations of the Subcontractor hereunder, without limitation, the requirements of all warranties.
24. **INSURANCE COVERAGE**  
 24.01 The Subcontractor shall maintain and keep in force throughout the term of the Contract the following insurance policies, including the minimum amounts of coverage specified herein, and shall provide copies of the policies to the Builder upon request. The Subcontractor shall also maintain and keep in force throughout the term of the Contract the following insurance policies, including the minimum amounts of coverage specified herein, and shall provide copies of the policies to the Builder upon request. The Subcontractor shall also maintain and keep in force throughout the term of the Contract the following insurance policies, including the minimum amounts of coverage specified herein, and shall provide copies of the policies to the Builder upon request. The Subcontractor shall also maintain and keep in force throughout the term of the Contract the following insurance policies, including the minimum amounts of coverage specified herein, and shall provide copies of the policies to the Builder upon request.
25. **NOTICE**  
 25.01 All notices and other communications required or permitted by this Contract shall be in writing, if mailed by prepaid first class mail they shall be deemed to have been received by the Builder on the date of mailing and if delivered by hand they shall be deemed to have been received by the Builder on the date of delivery. Notices shall be addressed to the Builder at the address set forth in the Contract and shall be delivered to the Builder at that address. Notices shall be deemed to have been received by the Builder on the date of mailing and if delivered by hand they shall be deemed to have been received by the Builder on the date of delivery. Notices shall be addressed to the Builder at the address set forth in the Contract and shall be delivered to the Builder at that address. Notices shall be deemed to have been received by the Builder on the date of mailing and if delivered by hand they shall be deemed to have been received by the Builder on the date of delivery.
26. **ASSIGNMENT**  
 26.01 The Subcontractor shall not assign, subcontract, or otherwise dispose of all or part of its obligations under this Contract without the prior written consent of the Builder. Any assignment, subcontract, or other disposition of all or part of the Subcontractor's obligations under this Contract without the prior written consent of the Builder shall be null and void. The Subcontractor shall not assign, subcontract, or otherwise dispose of all or part of its obligations under this Contract without the prior written consent of the Builder. Any assignment, subcontract, or other disposition of all or part of the Subcontractor's obligations under this Contract without the prior written consent of the Builder shall be null and void. The Subcontractor shall not assign, subcontract, or otherwise dispose of all or part of its obligations under this Contract without the prior written consent of the Builder. Any assignment, subcontract, or other disposition of all or part of the Subcontractor's obligations under this Contract without the prior written consent of the Builder shall be null and void.
27. **SAFETY**  
 27.01 The Subcontractor shall comply with all applicable laws, rules, and regulations regarding occupational health and safety and shall be responsible for the safety of all workers on the project.

**SUBCONTRACTOR ACKNOWLEDGEMENT**

- I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE BAYVIEW WELLINGTON HOMES HEALTH AND SAFETY POLICY. THE POLICY AND PROGRAM WAS DEVELOPED AND IMPLEMENTED FOR THE PURPOSE OF PREVENTING PERSONAL INJURIES AND PROPERTY DAMAGE AT A WORK LOCATION.
- I UNDERSTAND THAT IF I OR ANY OF MY WORKERS HAVE ANY QUESTIONS ABOUT THE BAYVIEW WELLINGTON HOMES POLICY, OR SAFETY ON SITE, THAT WE CAN ASK THE SITE SUPERVISOR, CONSTRUCTION SAFETY MANAGER OR BAYVIEW WELLINGTON HOMES SAFETY CONSULTANT.

**SCHEDULE "A" TO CONTRACT MBCHPS-6030-20  
GARAGE DOORS - CODE 6030  
PROJECT: GREEN VALLEY ESTATES - PHASE 5**

**SCOPE OF WORK**

The subcontractor agrees to furnish all material and equipment and to perform all their work according to the scope. Work under this contract to include, but not necessarily limited to the following:

1. To supply and install wood sectional garage doors primed complete with hardware and glass inserts as per plan.
2. For Elevation C: To supply and install "contempor" garage doors with complete hardware and glass inserts as per plan.
3. All workmanship and material to be guaranteed for a period of two years from date of closing.
4. Deficiencies are to be rectified within 48 hours
5. All sizes of doors to operate on high quality torsion spring system (no stretch springs)
6. All doors to operate with steel ball bearing rollers (No Plastic)
7. Tracks to have a minimum of four (4) bolts to each side of backjamb.
8. Issues such as rough openings, headroom clearances, framing requirements and installation details are to be discussed with and agree to by the site Superintendent prior to commencement of the project.
9. All prices to exclude H.S.T.
10. Owner will NOT be responsible for damaged or stolen materials unless installed on house.
11. Subcontractor to pick-up and remove all debris related to his work and deposit into builder bin.
12. No substitutions of any material or equipment without written authorization from builder.
13. Subcontractor shall be responsible for any costs incurred by builder due to being removed from site in regard to non-compliance with the Ontario Health and Safety Requirements and all other safety standard agencies.
14. Subcontractor shall replace all ramps, temporary railings, handrails, guardrails, covered openings etc that their forces remove because of completing their work. If the above procedure is not adhered to, the subcontractor will be immediately removed from the job site and any costs/damages incurred will be backcharged to the subcontractor at builder's discretion.
15. It is the subcontractor's foreman's responsibility to check the "Builder's Plans" before any work is started on any house to check for any changes, upgrades or special instructions. The "Builder's Plans" will be available to every sub-trader at any time online or at the site trailer. Each subcontractor will receive a code to access the portal.
16. The subcontractor will comply with all safety regulations in effect through the completion of the project. Failure to do so will result in removal from site and a letter will be sent to all safety standard agencies (Eg. W.C.B.)
17. The subcontractor shall be responsible to ensure that all trucks making deliveries to him do not track mud on the municipal roads when leaving the site. Any road cleaning attributable to this subcontractor will be back charged.
18. The latest revisions to TARIUM, O.B.C. and N.B.C. will be in effect on this project.

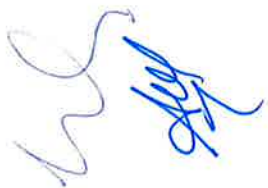
**Bids to Contract:**

1. Automatic Garage Door Opener \$375/per unit
2. Low Headroom -12' of headroom requires special hardware \$85/per door

SCHEDULE "A" TO CONTRACT #BCHP5-6080-20  
GARAGE DOORS - CODE 6090  
PROJECT: GREEN VALLEY ESTATES - PHASE 5

ALL PRICES FIRM UNTIL: April 1, 2021. *(PST IS TO BE SHOWN SEPARATELY)*  
FOR TENDER PURPOSES, PLEASE COPY THIS PAGE AND FILL IN THE PRICES AS REQUESTED AND SUBMIT  
BY FAX TO Andy Michalec at (505) 669-2042 OR BY EMAIL TO [amichalec@bushwhacker.com](mailto:amichalec@bushwhacker.com)  
BE SURE TO PUT YOUR COMPANY NAME PRINTED ON THIS SHEET BELOW:

COMPANY NAME:	Regal Overhead Doors Ltd.
COMPANY PHONE NUMBER:	905-748-6000
COMPANY EMAIL:	<a href="mailto:sales@regaloverheaddoors.com">sales@regaloverheaddoors.com</a>
CONTACT NAME:	Joe Guzziolo
DATE SUBMITTED:	March 19, 2020



**Green Valley Estates - 50' Models**

NOTES	MODEL TYPE	MODEL	ELEVATION	SQ. FT.	Contract Price
	550-1	CHASIS 1	A	3723	\$1,197.00
	550-1	CHASIS 1	E	3704	<b>\$1,190.00</b>
	550-2	CHASIS 2	A	4050	\$1,190.00
	550-3	CHASIS 3	B	4029	\$1,190.00
Lot 184	550-1	CHASIS 1	A	3763	\$1,190.00
Lot 187	550-1	CHASIS 1	A	3762	\$1,190.00
Lot 183	550-3-1	Brussels 3 1	C	4237	<b>\$1,190.00</b>

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